

MORTGAGE RECORD 85

then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

H B Ober
Alma G. Ober

STATE OF KANSAS,
COUNTY OF DOUGLAS)ss:

BE IT REMEMBERED, that on this 2nd day of November, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared H. E. Ober and Alma G. Ober, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(SEAL) My Commission Expires Aug. 19, 1943

Geo. D. Walter
Notary Public.

Recorded November 9, 1939 at 4:15 P.M.

Register of Deeds

Reg. No. 2113 < Receiving No. 8886 <

Fee Paid \$5.00

MORTGAGE

This Mortgage is Non-Negotiable and Non-Assignable except with the permission of the Building and Loan department of the State and in accordance with the laws of the State of Kansas.

THIS INSTRUMENT, Made this 3rd day of November A.D. 1939 between Helen Vogler and Fred A. Vogler, her husband of Lawrence, Douglas County, in the State of Kansas, of the first part and The Home Savings and Loan Association, of Ottawa, Kansas, of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of \$2000.00 Two Thousand and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY, unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Lot Seven (7) Park, except the following described tract, to-wit, beginning at the southwest corner of said Lot 7 Park, thence East 40 feet, thence North 60 feet, thence West 40 feet, thence South 60 feet to place of beginning, City of Lawrence, Kansas.

To Have and to Hold the Same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, FOREVER.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Two Thousand and no/100 DOLLARS, with interest thereon, and such charges as may become due to said party of the second part, under the terms and conditions of the contract note secured hereby, advanced by The Home Savings and Loan Association, to the parties of the first part upon -20- shares of Class DC, of the capital stock of said Association, evidenced by Certificate No. 1192, which said shares have been assigned to said Association, with all future payments, earnings and dividends thereon, which said interest and dues on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$22.20, payable as follows: Twenty-two and 20/100 - Dollars on or before the 1st day of December 1939, and a like sum on or before the 1st day of each and every month thereafter, to and including the month of November, 1949.

Now, if said parties of the first part shall cause to be paid to the party of the second part, the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise, in full force and effect, and may be foreclosed, as in said contract note provided.

Handwritten notes:
This mortgage is by the mortgagee's husband and wife, Helen and Fred A. Vogler, of Lawrence, Kansas, to The Home Savings and Loan Association, of Ottawa, Kansas, for the purpose of securing the payment of the sum of \$2000.00.
(Copy filed)
Helen Vogler
Fred A. Vogler
Ottawa, Kansas, May 1940